



SMALL TOWN, BIG BEACH™

REQUEST FOR PROPOSALS

Requisition No. 2013-0730

INVITATION TO BID DATE: **July 11, 2013**

FOR: **Football/Track, Soccer, Softball, and Baseball Scoreboards**

PLACE OF BID OPENING: **City of Gulf Shores, City Hall, 1905 West 1st Street**

PROPOSALS MUST BE RECEIVED BEFORE: **July 30, 2013 at 10:00 A.M. (CST)**

PROPOSALS WILL BE PUBLICLY OPENED: **July 30, 2013 at 10:00 A.M. (CST)**

Sealed proposals will be received by the City of Gulf Shores at the Office of the Purchasing Officer located in Gulf Shores City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

Grant Brown

Recreation and Cultural Affairs

Department Head

Robert Craft

Mayor

NOTE: For this proposal to be considered responsive, all information in this section should be supplied, as appropriate, or the entire proposal may be disqualified. Proposal response must be in ink or typed with original signature. No errors will be corrected after proposals are opened. No prices shall include State or Federal Exercise Taxes; Tax exemption certificates furnished upon request. The City of Gulf Shores reserves the right to accept or reject all proposals or any portion thereof.

1. DELIVERY: Can be made _____ days or _____ weeks after receipt of order.
2. TERMS: _____
Discounts will be considered in the bid evaluation and will be taken without regard to date of payment.
3. Prices valid for acceptance within _____ days.
4. For the purchase or lease of personal property only, a Baldwin County person, firm or corporation, whose bid is no more than three percent (3%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such Baldwin County responsible bidder. A Baldwin County vendor is defined as one who has a place of business within the limits of Baldwin County. It is the policy of the City of Gulf Shores to purchase from a Gulf Shores resident vendor whenever possible.
5. Federal Employer ID No. (If no FEIN, Enter SSN): _____
6. The number of pages comprising this bid is _____.
7. Contact Grant Brown at 251-968-1848/gbrown@gulfshoresal.gov on questions concerning the technical specifications. Contact Renee Eberly at 251-968-1443/reberly@gulfshoresal.gov on questions concerning general bid procedures.



SMALL TOWN, BIG BEACH™

ALL BIDS MUST BE RETURNED AS FOLLOWS:

All proposers must use the City's proposal form and show on the envelope "SEALED PROPOSAL," the company's name, the name of the proposal, and the opening date and time.

U.S. Postal Service
City of Gulf Shores
Purchasing Division
P.O. Box 299
Gulf Shores, Alabama 36547

Courier (UPS, FedEx, etc.)
City of Gulf Shores
Purchasing Division
1905 West 1st Street
Gulf Shores, Alabama 36542

I/we agree to furnish at the prices shown and guarantee that each offered will meet or exceed all specifications, terms and conditions, and requirements listed. This is the total price and includes all delivery or freight charges to the City of Gulf Shores. Any attachment hereto is made and becomes a part of this inquiry and must be signed by the bidder. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS

DAY OF _____, 20____.

Company Name

Mail Address

City, State, Zip

Phone Including Area Code

Authorized Signature (INK)

Typed Authorized Name

Title

Fax Number

Notary Public

Commission Expires

PAGES 1 & 2 MUST BE RETURNED IN SEALED BID.



SMALL TOWN, BIG BEACH™

PROPOSAL FORM

Quantity	Description	Price
One (1)	Football/Track Scoreboard*	_____
One (1)	Soccer Scoreboard*	_____
One (1)	Softball Scoreboard*	_____
One (1)	Baseball Scoreboard*	_____
Delivery	Total Shipping for All Scoreboards, FOB Destination: Gulf Shores Sportsplex, 19025 Oak Road West, Gulf Shores, AL 36542	_____
TOTAL		<div style="border: 1px solid black; width: 180px; height: 25px;"></div>
Optional	Football/Track Scoreboard Upgrade: Digital LED Message Center – Full Color	_____
Optional	Football/Track Scoreboard Upgrade: Digital LED Message Center – Monochrome	_____

*Attach documentation for each scoreboard listing make, model, and all features including dimensions, game information being displayed, color of lettering, size of lettering, and any accessories.

Warranties shall be provided in writing and shall specify any and all exclusions, including products and services. If such warranties are provided at additional cost, the incremental cost must be so specified. The procedure necessary to notify such warranty must be specified. Any additional charges relating to the utilization of the warranty provided must be specified.

Warranty Description: _____

The bidder acknowledges receipt of the following addenda covering revisions to the bid documents, and states that the costs, if any, of such revisions have been included in the base bid and other prices quoted herein:

Addendum No. _____ Dated: _____

Note: If no addenda have been received, write in "none."

Company Name

Company Representative

Street Address

Phone

City, State, Zip

Fax

Days to Deliver

PROPOSAL SPECIFICATIONS

A. Copies of Proposal

Please include one (1) original and two (2) copies of all specifications and pricing.

B. Scope of Work

The successful proposer shall provide One (1) Football/Track Scoreboard, One (1) Soccer Scoreboard, One (1) Softball Scoreboard, and One (1) Baseball Scoreboard per the following specifications to the City of Gulf Shores Recreation and Cultural Affairs Department. This proposal is for equipment only, no installation involved. New signs are being purchased to replace existing older equipment.

C. Use of Brand Names in Bid

The use of any brand name and/or product numbers is to establish industry standards and minimum specifications. Other brands may be considered for review if detailed product information and specifications outlining any and all differences are included in the proposal.

D. Minimum Specifications

The items offered shall be the manufacturer's latest production model and shall be equipped with all standard equipment in accordance with the manufacturer's latest literature (copies of which shall accompany each proposal) along with any and all specifications necessary to verify that the items offered will meet or exceed all of the specifications.

The following features are required of all scoreboards:

- High intensity LED lights
- Black background
- Electronic Team Names (ETN)
- Virtual scoring option through a smart phone app
- Wireless controls
- Decorative truss to match board size with customized City of Gulf Shores design
- Identification panels to match board size and allow for advertising options
- Withstand wind speeds up to 150 MPH

D-1) FOOTBALL/TRACK SCOREBOARD

- Multi-sport scoring with possession indicators and time-outs left
- 1/100th of a second timing
- Compatible with Nevco DGT-5 Delay of Game Clocks
- 24' x 10'6" x 8"
- Identification panel
- 24" digit size
- Black background
- Logo panels, one for each side of clock section
- Wireless interface with 3rd party virtual scoring
- Virtual scoring package

- Wireless microprocessor control unit with receiver and carrying case
- Electronic Team Names (ETN)
- Decorative truss

OPTIONAL UPGRADE (priced separately on proposal form)

- Digital LED message center, approx. 12'x3', operating software, full color or monochrome

D-2) SOCCER SCOREBOARD

- 12' x 5' x 8"
- Identification panel
- Dome sign
- Wireless, handheld, battery-powered control system with receiver and receiver box
- 18" digit size
- Black background
- Electronic Team Names (ETN)
- Decorative truss

D-3) SOFTBALL SCOREBOARD

- Inning-by-inning with balls, strikes, and outs
- 18' x 6' x 8"
- Identification panel
- Dome sign
- Wireless microprocessor control unit with receiver and carrying case
- 18"/14" digit size
- Black background
- Electronic Team Names (ETN)
- Decorative truss

D-4) BASEBALL SCOREBOARD

- Inning-by-inning with player at bat, balls, strikes, outs, team runs, team hits, and team errors
- 36' x 9' x 8"
- Identification panel
- Dome sign
- Wireless microprocessor control unit with receiver and carrying case
- 24"/18" digit size
- Black background
- Electronic Team Names (ETN)
- Decorative truss

E. Decorative Truss Design

The successful proposer shall produce artwork and provide graphic options for City of Gulf Shores decorative truss designs. The successful proposer shall also be responsible for producing a finished product once a final design is selected by City staff. Customized designs do not have to be completed in time for inclusion with this proposal, but proposals shall include photos of

comparable work completed by the proposer. Pricing for this work shall be included in the lump sum pricing for each scoreboard.

F. Warranty

Minimum five (5) year warranty

G. Pricing

Lump sum proposal pricing shall include the cost of all equipment, service, and/or handling and shipping charges. Prices quoted are based on the acceptance of the proposal within ninety (90) days from receipt by the City. The prices on any purchase resulting from this quotation shall remain firm until the completion of the order or for the duration of the period specified. No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes

SELECTION PROCESS

The City of Gulf Shores may make any necessary reference checks to determine the ability of the Vendor(s) to fulfill proposal requirements. The Vendor shall furnish additional information as may be requested and shall be prepared to show examples of projects it has completed with other customers that are similar to the City's needs. The City of Gulf Shores, at its sole discretion, reserves the rights to accept or reject any or all proposals, or a portion of, all of, or none of any parts thereof, for any reason with no penalty to the City. Further, the City may accept the proposal that best meets the requirements of this RFP and is most advantageous to the City, may accept a proposal other than the lowest cost proposal, and reserves the right to reject any proposal if it is determined that the Vendor is not properly qualified to carry out its obligations. Further, the City of Gulf Shores reserves the right, for any reason, and at its sole and absolute discretion, to: (A) amend, in whole or in part, withdraw or cancel this RFP, (B) waive technicalities and informalities in the selection process, and (C) negotiate the terms and conditions of an agreement with the selected Vendor(s), if any. These negotiations could include all aspects, including pricing. Neither the selection of a Vendor nor the negotiation of the agreement with such Vendor shall constitute the City's acceptance of the proposal or a binding commitment on behalf of the City to enter into an agreement with such Vendor, as any binding arrangement is dependent on City Council approval and formal acceptance by Resolution. All materials submitted in response to this RFP will become the property of the City of Gulf Shores. Any restrictions on the use of data contained within your submission must be clearly stated in the submission itself. The City of Gulf Shores cannot ensure that all information submitted will be kept confidential and suggests that any proprietary information be clearly marked or otherwise protected by the Vendor. The City of Gulf Shores may be required by the Freedom of Information Act (FOIA) to disclose information about this RFP.

GENERAL INSTRUCTIONS TO VENDORS

1.0 INTRODUCTION

All bidders will be bound to the general conditions and requirements set forth in these instructions and such instructions shall form an integral part of each purchase contract awarded by the Gulf Shores City Council. Applicability of general conditions as stated below shall be determined by the City of Gulf Shores. All bids must be submitted on and in accordance with the instructions provided by the City of Gulf Shores.

2.0 PROPOSAL DOCUMENTS

A complete set of Bid Documents is included herein. The date, time, and place of a bid opening will be given in the Invitation to bidders. Copies of the complete set of Bid Documents may be inspected and/or obtained at the following location:

City of Gulf Shores, Purchasing Division, 1905 West 1st Street, Gulf Shores, AL, 36542

Or downloaded from the City's website:

www.gulfshoresal.gov

3.0 EXAMINATION OF DOCUMENTS

- 3.1 Carefully examine the Bid Documents, Specifications, and Drawings.
- 3.2 Bids shall include all costs required to provide the requested materials.

- 3.3 No charge will be allowed for federal, state, or municipal sales and excise taxes since the City is exempt from such taxes.

4.0 INTERPRETATIONS AND ADDENDA

- 4.1 Should a bidder find discrepancies, ambiguities, or omissions in the Specifications, or should he/she be in doubt as to their meaning, he/she shall immediately notify the Purchasing Officer (Renee Eberly at 251-968-1443 or reberly@gulfshoresal.gov).
- 4.2 The Purchasing Officer will issue Addenda to clarify discrepancies, ambiguities, or omissions in the Specifications.
- 4.3 Addenda will be posted on the City's website at: www.gulfshoresal.gov
- 4.4 Addenda shall become part of the bid and all bidders must acknowledge receipt of Addenda on their Bid Form or their bid will be rejected. Bidders shall be bound by all Addenda.
- 4.5 The City is not responsible for any oral instructions.

5.0 PREPARATION OF BID

- 5.1 The bid must be submitted on the Bid Form furnished. All information required by the Bid Documents must be given to constitute a complete bid.
- 5.2 The Bidder must print, in figures, without interlineations, alterations, or erasures, a Unit Price. The Bidder shall then print the total sum on the line designated as "Bid Total." The City will check the total sum printed by the Bidder, and, in case of error or discrepancy, the total sum printed by the Bidder listed in the bid shall prevail and this shall be the Contract Bid Price.
- 5.3 Prices and all information must be legible. Illegible or vague bids may be rejected.
- 5.4 All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 5.5 Under penalty of perjury, the Bidder certifies by signature on the Bid Form that:
- The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the Invitation to Bid; and
 - The contents of the bid have not been communicated by the Bidder; nor to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

6.0 DELIVERY AND SUBMISSION OF BID

- 6.1 Each bid shall be placed, together with the Bid Bond, if applicable, in a sealed envelope. Bid envelopes must be clearly marked "SEALED BID," the Bidder's name, the name of the bid (listed as "FOR:"), and the opening date and time.
- 6.2 All bids received after the time stated in the Invitation to Bid will not be considered and will be returned unopened to the Bidder. The Bidder assumes risk of delay in the mail. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having bids deposited on time at the place specified.
- 6.3 The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the supplies, materials, or equipment required, and as a representation that the

bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

7.0 MODIFICATIONS AND WITHDRAWALS OF BIDS

- 7.1 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in the space provided in bid or by attached sheets for this purpose.
- 7.2 Bids may not be modified after submittal.
- 7.3 Bidder may withdraw his/her bid, either personally or by written request, at any time prior to the scheduled bid opening time.
- 7.4 No bidder may withdraw his/her bid for a period of thirty (30) days after the bid opening.

8.0 RIGHT TO REJECT BID

Bids may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bids, alternate bids unless requested by the City, incomplete bids, erasures, or irregularities of any kind. Bids in which the Unit or Lump Sum prices are obviously unbalanced may be rejected. The City reserves the right to reject any and all bids for any reason and to waive any informality or irregularity in the bids received.

9.0 BASIS OF AWARD

- 9.1 All purchases which are based on competitive Invitations to Bids are awarded to the lowest, responsive bidder subject to the City's right to reject any or all bids and to waive informality and irregularity in bids and bidding. In addition to price, consideration will be given to the following items when determining the lowest, responsive bidder:
 - The best interests of the City of Gulf Shores;
 - The quality and performance of the goods or services to be supplied;
 - Conformity to specifications;
 - Delivery time; and
 - Other unique requirements outlined in the bid request.
- 9.2 The Bid Form shall constitute a contract with the successful bidder and bind the successful bidder to furnish and deliver at the prices and in accordance with the conditions of the bid.

10.0 PAYMENT

The Bidder may submit an Application for Payment for provided materials in accordance with the accepted Unit Prices. Payment shall be made to the Bidder within thirty (30) days of receipt and approval of Application for Payment.



SMALL TOWN, BIG BEACH™

REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the "Beason-Hammon Alabama Taxpayer and Citizen Protection Act," Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

the State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Gulf Shores after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, Purchasing Officer, at (251) 968-1443 or via e-mail at reberly@gulfshoresal.gov.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.



SMALL TOWN, BIG BEACH™

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Gulf Shores, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____